

Original Report Date:

Your Reference: Sample DevCity

Order Number: DLN DA 02 Sample DevCity

Our Reference: DLN0133

Property: **Centre Court Shopping Centre, The Broadway, London, SW19 8ND**

Risk of Development Taking Place within 75m



SUMMARY

Comment

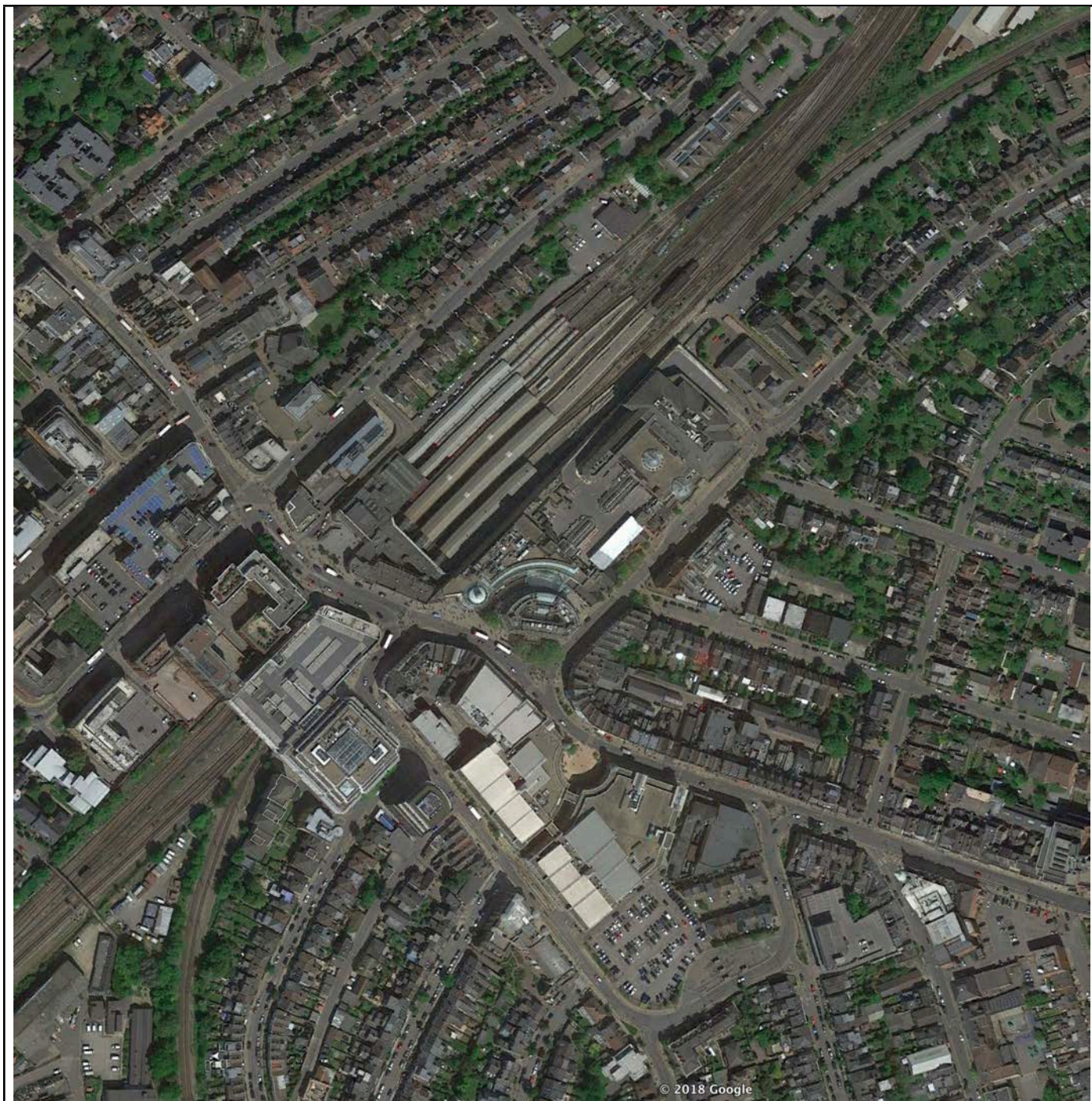
	Impact	
New Build Risk: YES	Significant	The subject property has development potential (site 1). This could create tax-free financial rewards to any owner. There are development risks in the vicinity of the property address given. The likelihood of a number of these sites being developed is high. Development of a number of these sites may impact the subject property.
Live Planning Consent: YES	Minor	
Extension Risk: IDENTIFIED	Slight	
Basement Risk: NO		
View Risk: YES	Significant	
Lender Risk: NO		



DevCity will identify any potential development sites that may impact the subject property. It is a two staged report. The first stage is a detailed analysis of the area that surrounds a property. This will reveal any unbuilt nuisance planning consents as well as identifying land that could support development. The second stage is just before exchange where we update the report with any response from the council under the Freedom of Information Act and update on any other planning applications.

This is the first stage report. Please remember that you must contact you solicitor prior to exchange of contracts at which point we will reissue the report to update you of any new planning applications that may have been made since .





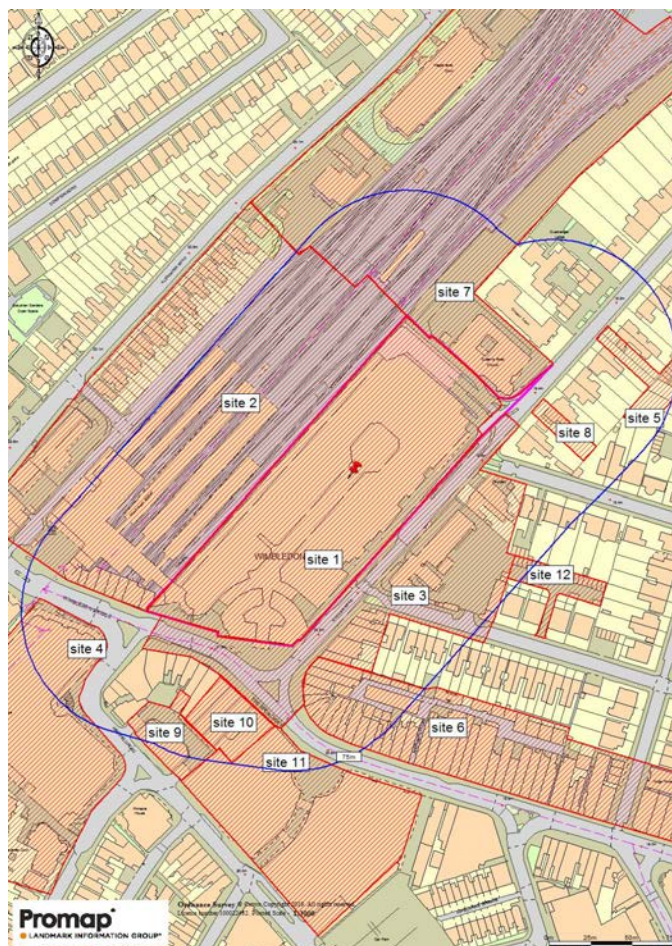
Centre Court Shopping Centre, The Broadway, London, SW19 8ND



Site	Size (acres)	Capacity (houses)	Capacity (Flats)	Floor Space (sqft)	Likely Number of Storeys	Development Potential
1	4.16	x-rail station+	mixed	use	8	High

Recent Planning History

Attached as a appendix to this report.



Local Planning Policy

The land is zoned within the settlement/urban area of London Borough of Merton. Development is presumed acceptable when within the settlement, subject to it conforming to development control policies and standards. It is also zoned partially within a conservation area, which creates a tighter layer of development control and makes development harder to gain consent upon. This may make development unattractive to a developer. Trees and listed buildings may also be a barrier to development proposals in such areas. The land is also zoned as within Wimbledon Central Shopping Area. This will limit the types of development that will be permitted.

5 Year Housing Supply

The Local Planning Authority are currently able to demonstrate the required 5 year supply of housing land. This means that the council will be able to defend the area against hostile planning applications that are contrary to the Local Plan.

Development Potential of the Subject Property

The subject property has potential for a comprehensive redevelopment at a higher density (site 1). The site has been proposed for allocation within the Wimbledon Masterplan. The site could support the development of a retail and residential led mixed use development incorporating new station facilities. The Wimbledon Master Plan states that informal engagement has begun between the owners of the site and the Local Planning Authority. Details of these discussions are not publicly available but could be requested from the vendors. The Masterplan separates central Wimbledon into 13 neighbourhoods with individual planning brief for each. The subject property straddles the boundary of neighbourhood 6 (Station Central) and neighbourhood 8 (Queens Road). Details of these proposed developments are attached for your consideration. The successful development of the site may require co-operation with

neighbouring land owners and other stake holders to facilitate the drawing up of detailed planning applications. The opportunity for development should be considered to be high.

The site is also proposed for a Crossrail 2 station to be incorporated within the proposed development.

The site has two listed buildings within its curtilage and new build development involving the demolition of these structures is extremely unlikely to be permitted.

The recent planning history of the subject property is attached for your consideration.



NEIGHBOURHOOD 6

STATION CENTRAL

A world class station complex for a world-class town



- GREENING WIMBLEDON
- MID-RISE CONTEXTUAL ARCHITECTURE
- HIGH QUALITY ARCHITECTURE
- PUBLIC SPACE
- TRAFFIC INTERVENTION
- TRANSPORT INTERCHANGE
- DEVELOP OVER THE RAILWAY
- RETAIL OFFER

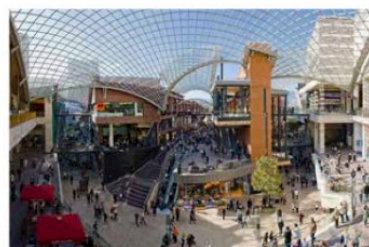


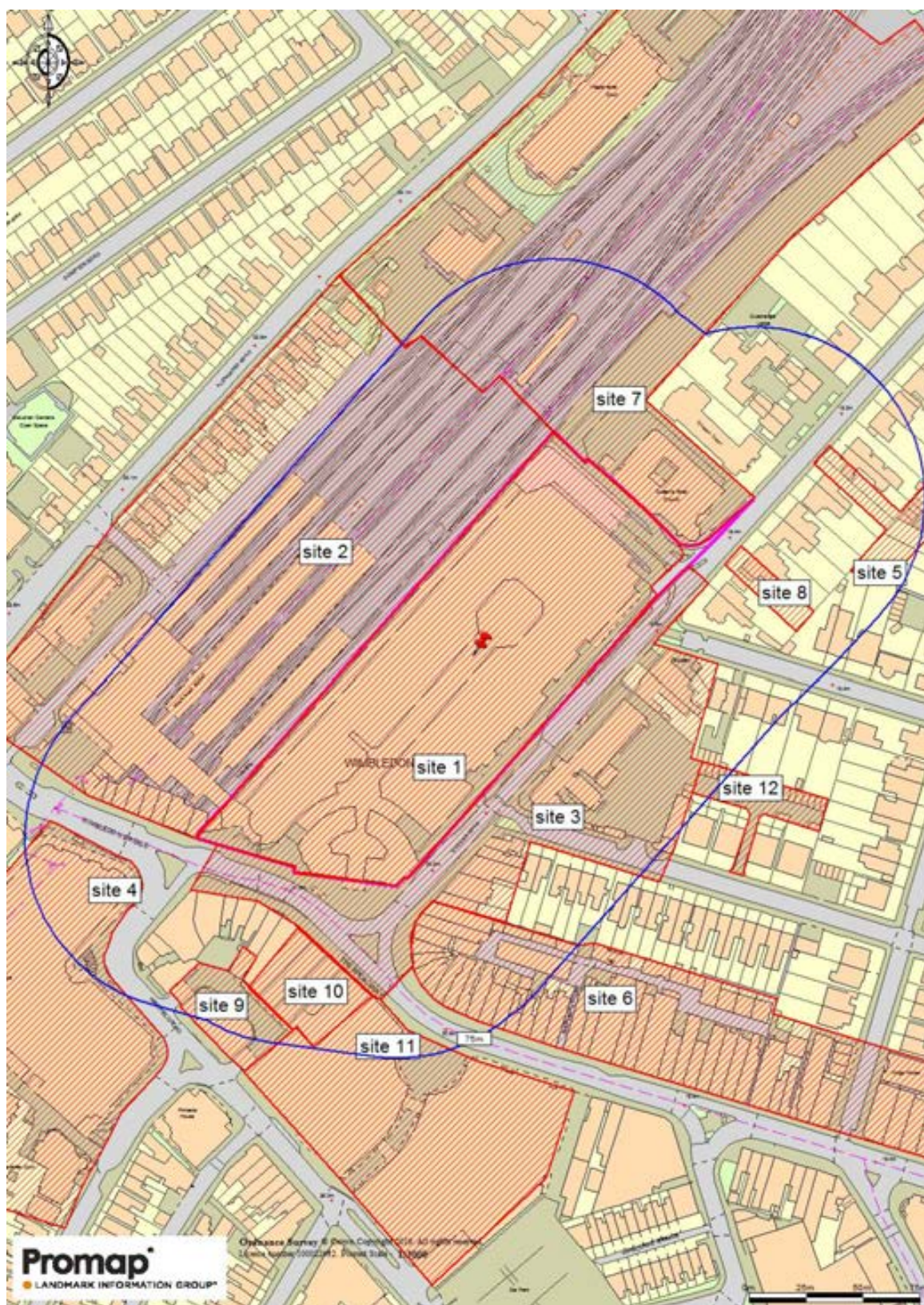
STATION CENTRAL

Station Central is the area where over-station development either enabled by Crossrail 2 or potentially delivered in partnership with Network Rail could take place.

Masterplan priorities for the Station Central neighbourhood include;

- Development over the station and railway tracks would bridge the existing severance between Alexandra Road and Queen's Road
- The creation of new pedestrian and vehicular connections between Alexandra Road and Queen's Road would alleviate pressure on traffic passing across Wimbledon Bridge
- Additional station exits on Alexandra Road and through towards Queen's Road would be encouraged to improve accessibility and also station capacity
- This area would be suitable for commercial employment-led development, extension to the shopping centre and/or new public realm and open spaces
- Long term vision, all subject to consultation with Crossrail 2 and Network Rail





Legend



Searched Property



Potential Development Sites

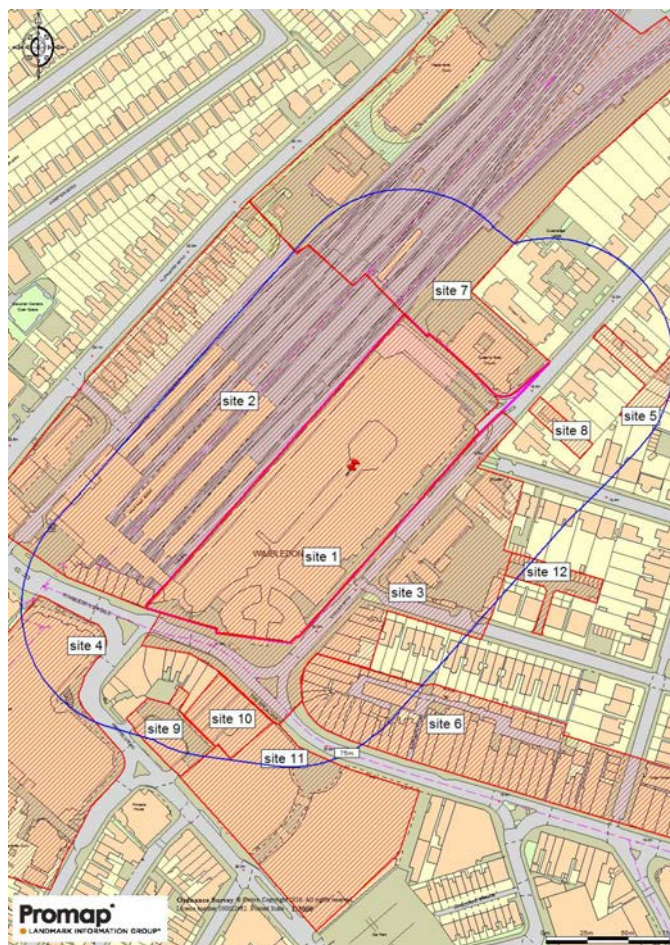


Immediate Area

We have identified the land within the vicinity of the searched property that has development potential.

Sites 2, 3, 4, 6 and 7 will have a significant impact on the subject property if developed.

You should consider the impact of the identified sites before committing to purchase this property.



Summary of Identified Development Risks

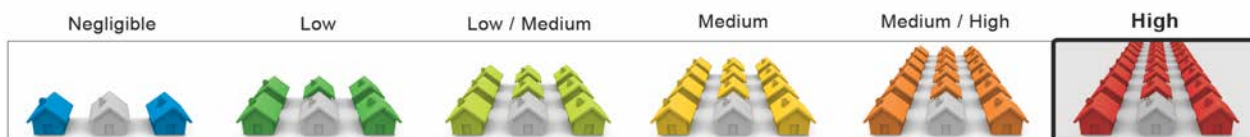
Site	Size (acres)	Capacity (houses)	Capacity (Flats)	Floor Space (Office sqft)	Development Risk	Impact if Developed
1	4.32		mixed	use	Subject Property	Subject Property
2	7.00		mixed	use	High	Significant
3	2.88		mixed	use	High	Significant
4	5.61		mixed	use	High	Significant
5	0.37	5	15	n/a	Low / Medium	Minor
6	3.35		mixed	use	High	Significant
7	7.77		mixed	use	High	Significant
8	0.13		8		High	Slight
9	0.33		mixed	use	High	Minor
10	0.34		extension /	mixed	High	Slight
11	2.26		mixed	use	High	Slight
12	0.23	4			High	Minor

The table above provides density guidance for each identified site. The estimates given reflect a site's relevant planning history. Where a site has no relevant planning history the figures given above should be considered indicative. Actual densities may vary.



Site Address: **Properties S/O Alexandra Road & Wimbledon Station Wimbledon Bridge London SW19 7NL**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
2	adjacent	7.00		mixed	use	High	Significant

Site Summary

Site 2 has been proposed for allocation within the Wimbledon Matserplan as a potential location for development. This indicates that the Local Planning Authority feel the site is suitable for development and clearly the land owner is motivated to develop the site. Consequently the site can be considered a high risk of development. If it was ever granted planning permission the site will have a significant impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



NEIGHBOURHOOD 6

STATION CENTRAL

A world class station complex for a world-class town



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- MID-RISE CONTEXTUAL ARCHITECTURE
- HIGH QUALITY ARCHITECTURE
- PUBLIC SPACE
- TRAFFIC INTERVENTION
- TRANSPORT INTERCHANGE
- DEVELOP OVER THE RAILWAY
- RETAIL OFFER

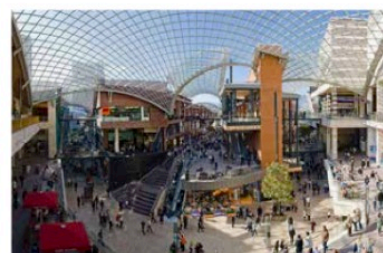


STATION CENTRAL

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- This area would be suitable for commercial employment-led development, extension to the shopping centre and/or new public realm and open spaces
- Long term vision, all subject to consultation with Crossrail 2 and Network Rail



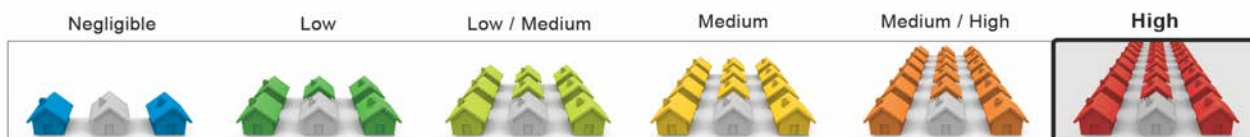
72

Westgate, Oxford
Victoria Gate, Leeds
Federations Square, Melbourne
Cabot Circus, Bristol



Site Address: **1 - 13 Queens Road & Metropolitan Police Wimbledon Police Station 15-23
Queens Road London SW19 8NN**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
3	adjacent	2.88		mixed	use	High	Significant

Professional Opinion

Site 3 has been proposed for allocation within the Wimbledon Matserplan as a potential location for development. This indicates that the Local Planning Authority feel the site is suitable for development and clearly the land owner is motivated to develop the site. Consequently the site can be considered a high risk of development. If it was ever granted planning permission the site will have a significant impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



NEIGHBOURHOOD 8

QUEEN'S ROAD

The buildings lining Queen's Road were protected in the past and will remain protected and enhanced for future generations. The public space has scope to be improved



GREENING WIMBLEDON
HIGH QUALITY ARCHITECTURE
PUBLIC SPACE
TRAFFIC INTERVENTION
INDEPENDENT RETAIL
RETAIL OFFER





QUEEN'S ROAD

Queen's Road is within the heart of the town centre. It holds many of the town's historic architectural assets including the former Fire Station, Police Station, Queen's Road Church and the former Town Hall.

The masterplan priorities for the Queen's Road neighbourhood are;

- Redevelopment in the area should provide an opportunity to build an active frontage at street level along Queen's Road on the side that is currently CentreCourt Shopping Centre
- Development proposals in Queen's Road should seek to protect and enhance the Listed and protected façades as well as enhance the Victorian terrace on the Queen's Road curve
- Public realm enhancements to calm traffic with street trees, planters and seating would create an environment conducive to a new food and drink offer similar to that of the Duke of York Square off the King's Road in Chelsea

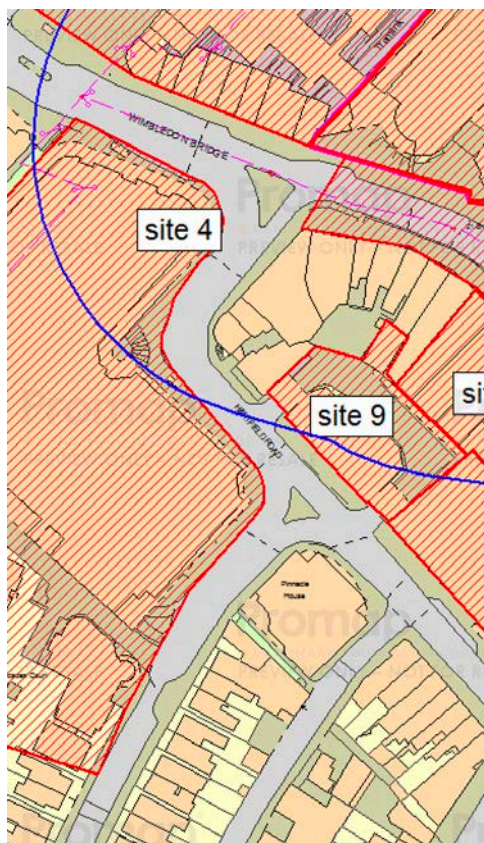
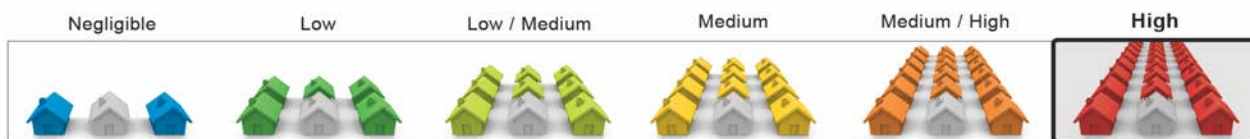


Exhibition Road, South Kensington
Old Town, Clapham



Site Address: **Wimbledon Bridge House 1 Hartfield Road London SW19 3RU**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
4	29.50	5.61		mixed	use	High	Significant

Professional Opinion

Site 4 has been proposed for allocation within the Wimbledon Matserplan as a potential location for development. This indicates that the Local Planning Authority feel the site is suitable for development and clearly the land owner is motivated to develop the site. Consequently the site can be considered a high risk of development. If it was ever granted planning permission the site will have a significant impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



NEIGHBOURHOOD 5

STATION SOUTH

A key component of delivering Crossrail 2 or any over-track development.

This area provides potential for a major new public space in the heart of Wimbledon and new commercial growth



- GREENING WIMBLEDON
- MID-RISE CONTEXTUAL ARCHITECTURE
- HIGH QUALITY ARCHITECTURE
- PUBLIC SPACE
- TRAFFIC INTERVENTION
- TRANSPORT INTERCHANGE
- DEVELOP OVER THE RAILWAY
- RETAIL OFFER



STATION SOUTH

The Station South area is subject to redevelopment for the delivery of Crossrail 2. Current proposals, based on Crossrail 2's 2015 consultation suggest the need to demolish part of Wimbledon Bridge's retail. This creates potential for a major new public space at the heart of the town centre.

Masterplan priorities for the Station South neighbourhood include;

- Opportunity to create a new public space opposite the station that also opens up access to Dundonald Yards and the tram
- Potential for building heights to reach 14-16 storeys adjacent to offices in St George's Quarter, away from existing residential streets
- New office developments should have active frontages on Wimbledon Bridge and St George's Road to contribute positively to the public realm
- Pedestrian accessibility should continue through from St George's Quarter, connecting Worple Road through to the new public space and on towards The Broadway.
- This is a long term vision and details will emerge as proposals for Crossrail 2 are firmed up



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Brindley Place, Birmingham
Barking Square
Aldgate Square
Rathbone Square

Site Address: **Land R/O Kings Court & 32 - 36 Kings Road London SW19 8QP**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
5	30.90	0.37	5	15	n/a	Low / Medium	Minor

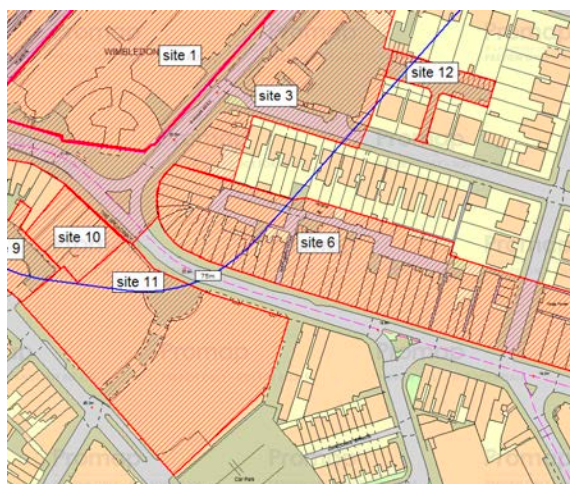
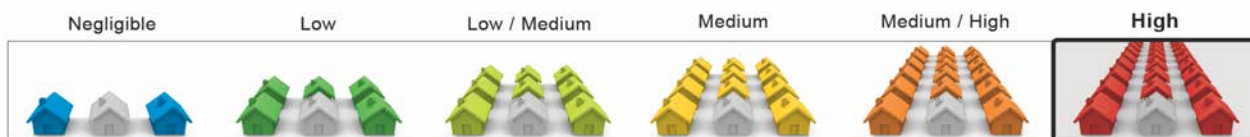
Professional Opinion

Site 5 has no relevant planning history and can be considered a low / medium risk of development. If developed the site is unlikely to have a significant impact on the subject property. Development of this site would require a number of households to be willing to sell at the same time which is rarely successful. Whilst there can be no denying the potential for development exists it is generally accepted that land assemblies are low risk as so many people are required to participate.



Site Address: **2- 110a The Broadway London SW19 1RH**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
6	16.69	3.35		mixed	use	High	Significant

Professional Opinion

Site 6 has been proposed for allocation within the Wimbledon Matserplan as a potential location for development. This indicates that the Local Planning Authority feel the site is suitable for development and clearly the land owner is motivated to develop the site. Consequently the site can be considered a high risk of development. If it was ever granted planning permission the site will have a significant impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



NEIGHBOURHOOD 10

BROADWAY NORTH

Restore and enhance the Victorian terraces and make better use of the hidden laneways



- GREENING WIMBLEDON
- PUBLIC SPACE
- TRAFFIC INTERVENTION
- INDEPENDENT RETAIL
- RETAIL OFFER



BROADWAY NORTH

Broadway North contains the row of Victorian shopping parades, which are some of the smaller units in the town centre. There is a good mix of high street chains and independent stores offering retail and food and drink, and whose active frontages give a lively feeling to the street.

Masterplan priorities for the Broadway North neighbourhood include;

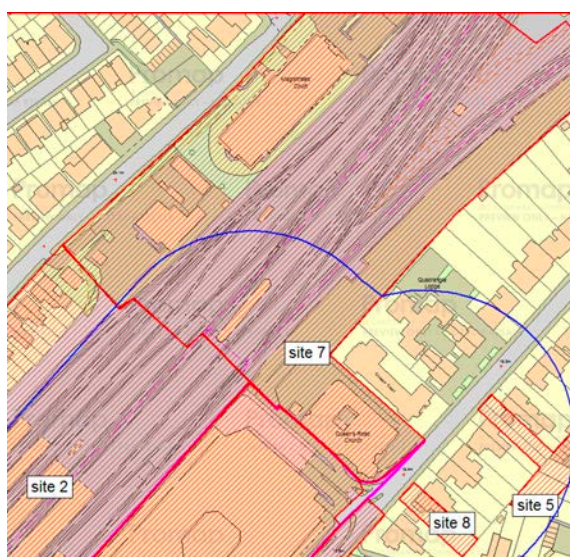
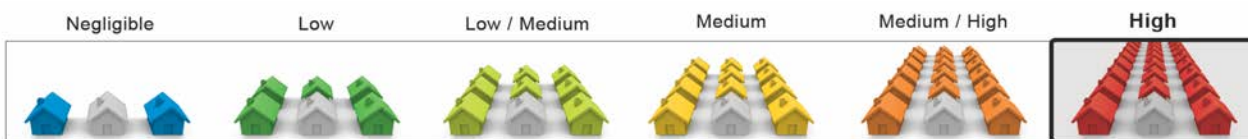
- Celebrate the physical heritage assets to develop a stronger identity for the area through public realm and shop frontage improvements
- Opportunity to develop the mews courtyards for retail/small business use, similar to Paved Court in Richmond town centre
- Improve and expand residential use above shops, their entrances and outdoor amenity



Cricklewood
The Broadway
Mews spaces, King's Road

Site Address: **National Rail Land & Everyday Chruch 28-30 Queen's Road London SW19 8LR**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
7	adjacent	7.77		mixed	use	High	Significant

Professional Opinion

Site 7 has been proposed for allocation within the Wimbledon Matserplan as a potential location for development. This indicates that the Local Planning Authority feel the site is suitable for development and clearly the land owner is motivated to develop the site. Consequently the site can be considered a high risk of development. If it was ever granted planning permission the site will have a significant impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



NEIGHBOURHOOD 7

STATION NORTH

Over-track development can help stitch Wimbledon's existing neighbourhoods together, creating a new residential led neighbourhood for the long-term



- GREENING WIMBLEDON
- MID-RISE CONTEXTUAL ARCHITECTURE
- HIGH QUALITY ARCHITECTURE
- PUBLIC SPACE
- TRANSPORT INTERCHANGE
- DEVELOP OVER THE RAILWAY

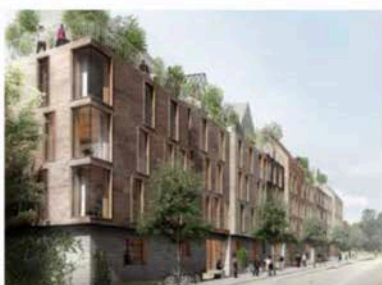
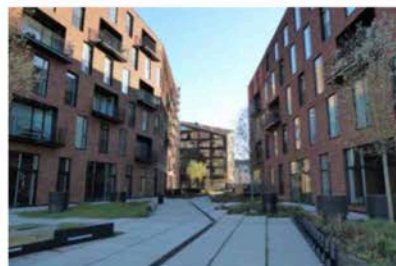


STATION NORTH

Station North is a long term Crossrail 2 opportunity to link Hillside and Trinity wards with new crossings over the railway tracks and potentially to Gap Road site (former Dairy Crest).

Masterplan priorities for the Station North neighbourhood include;

- A new neighbourhood to provide much needed residential development close to the town centre.
- New open spaces that are accessible from the town centre
- Long term and dependent on Crossrail 2

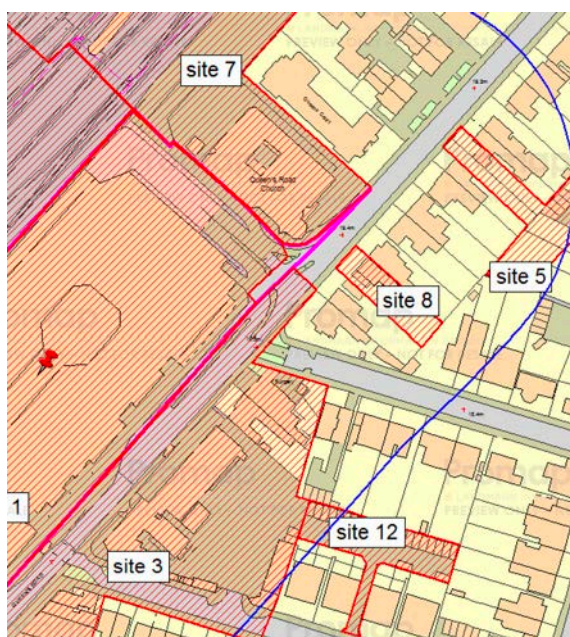
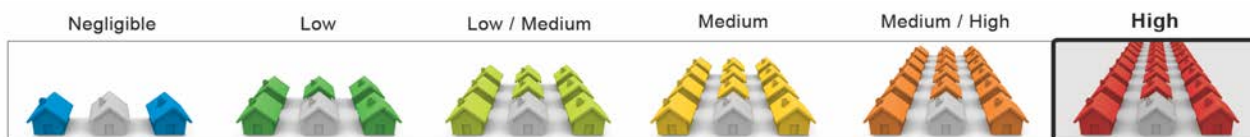


New neighbourhoods
Vaxjo, Sweden
Copenhagen, Denmark
Arhus, Denmark
Chobham Manor, London



Site Address: **33 Queen's Road Wimbledon London SW19 8NP**

Development Risk

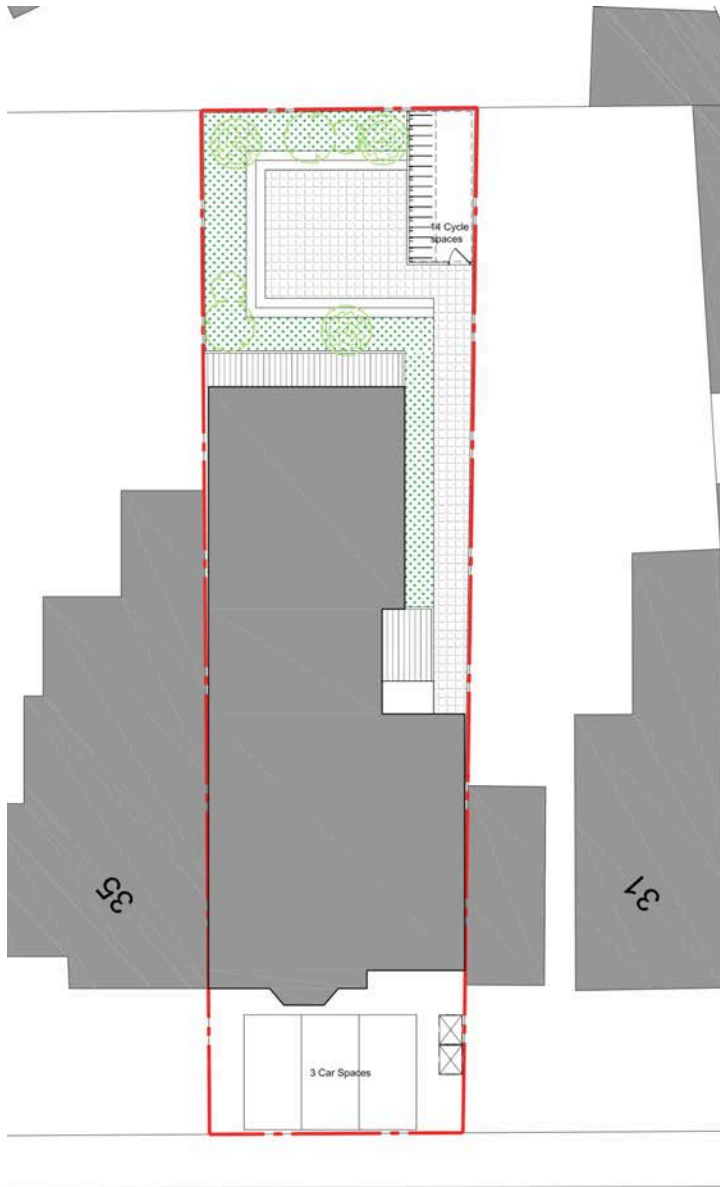


Capacity

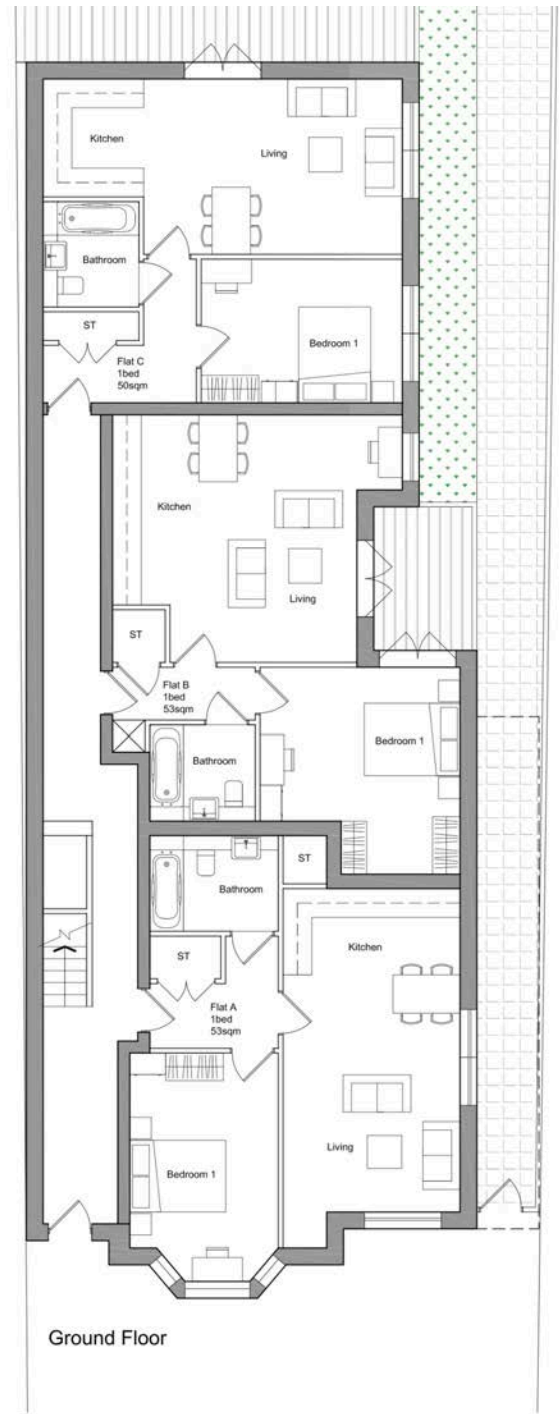
Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
8	10.25	0.13		8		High	Slight

Professional Opinion

Site 7 is the subject of an undetermined planning application that is currently pending a decision. The application submitted under reference number 19/P1981 is for a side extension to create a total of 8 flats. The application has a good chance of being approved and can be considered a high risk of development. If it was ever granted planning permission the site may have some slight impact on the subject property. Relevant plans of the proposed development are attached for your consideration. If you are not supportive of the development of this site we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



Site Layout
Scale: 1:200 @ A3





Front Elevation

Rear Elevation

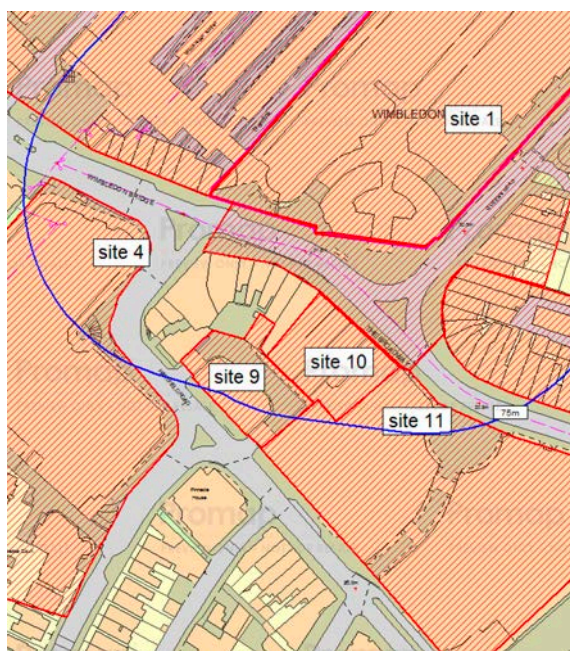
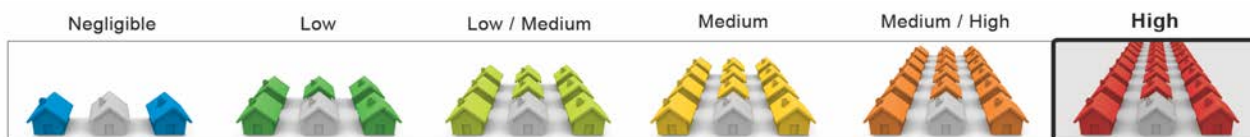


Side Elevation



Site Address: **Nias, 12-14 Hartfield Road London SW19 3TA**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
9	67.00	0.33		mixed	use	High	Minor

Professional Opinion

Site 9 is the subject of an undetermined planning application that is currently pending a decision. The application submitted under reference number 19/P0825 is for demolition of existing buildings and erection of nine storey building with additional basement level, comprising of offices (B1a), with flexible retail (A1) and cafe/ restaurant (A3) at ground and first floor levels. The application has a good chance of being approved and can be considered a high risk of development. If it was ever granted planning permission the site may have some slight impact on the subject property. Relevant plans of the proposed development are attached for your consideration.

The site is also proposed for allocation within the Wimbledon Masterplan. Relevant plans are attached for your consideration. The properties to the north of the site also form part of the proposed allocation however we would not expect redevelopment to occur in this particular location given the conservation area status and the quality of the existing buildings.







NEIGHBOURHOOD 9

HARTFIELD & VICTORIA

A focus for commercial, retail, leisure and cultural development. Intensified development to deliver a new range of public spaces



- GREENING WIMBLEDON
- MID-RISE CONTEXTUAL ARCHITECTURE
- HIGH QUALITY ARCHITECTURE
- PUBLIC SPACE
- CULTURAL SPACE
- TRAFFIC INTERVENTION
- INDEPENDENT RETAIL
- RETAIL OFFER



HARTFIELD & VICTORIA

Hartfield and Victoria is the area in which the larger retail stores of the town centre and office buildings are located.

Largely known as 'The Piazza' the masterplan priorities for the Hartfield and Victoria neighbourhood are;

- This area is suitable for commercial and leisure led intensification
- New buildings should open up frontages along Hartfield Road to reduce the existing severance and create small, intimate, human-scale spaces
- High quality design, open space, urban greening (including green walls on building façades) and an inclusive public realm should be a core consideration
- New leisure, entertainment or cultural spaces should be accessible as part of a wider public realm approach to large sites

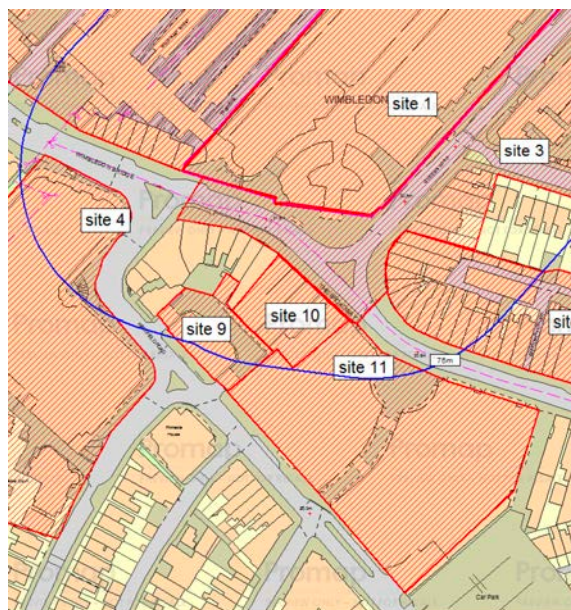


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**Hartfield Road
Earls Court
St Martin's Courtyard, Covent Garden**

Site Address: **17 - 27 The Broadway Wimbledon London SW19 1PS**

Development Risk



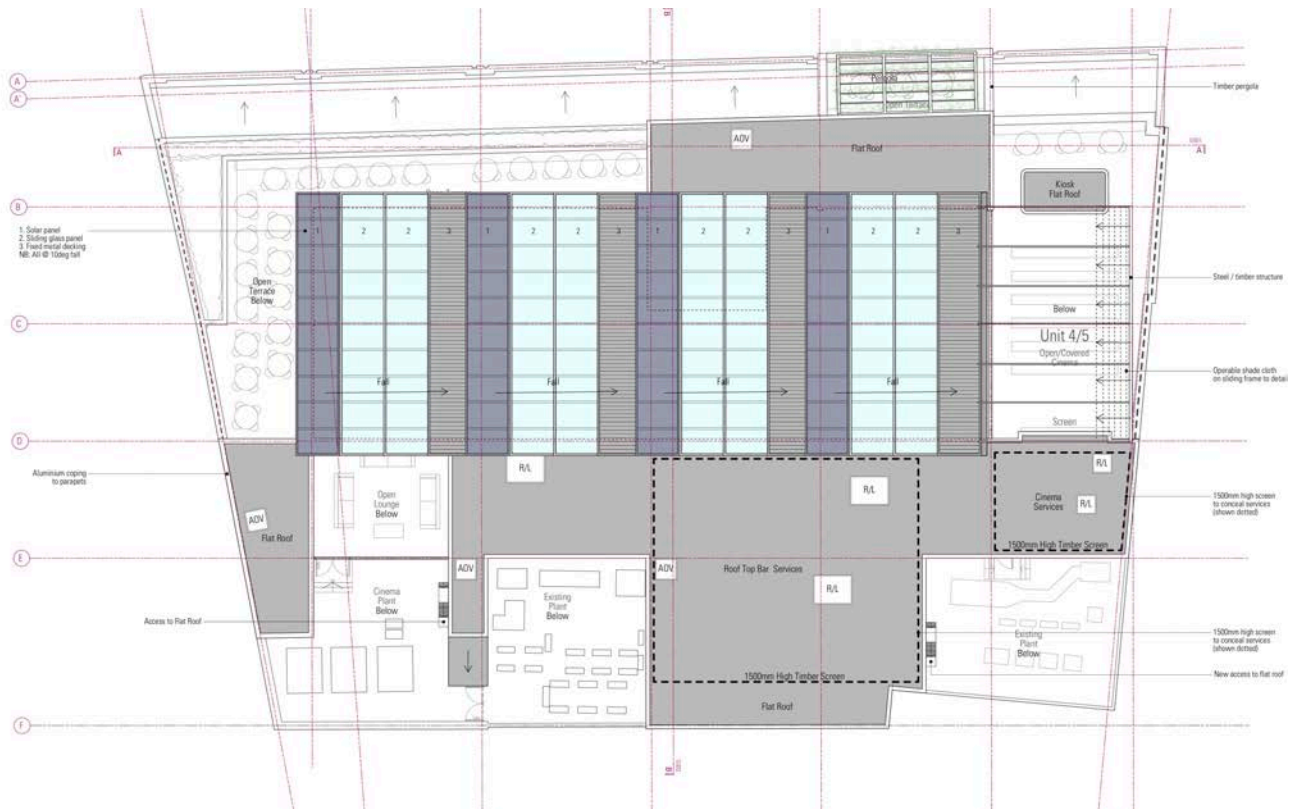
Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
10	24.57	0.34		extension /	mixed	High	Slight

Professional Opinion

Site 10 is the subject of an undetermined planning application that is currently pending a decision. The application submitted under reference number 19/P1196 is for refurbishment of existing shopfronts, signage zones and facade with alterations and erection of third floor level extension to create floorspace for flexible restaurant (Use class a3) and or bar (Use class a4) and or cinema (Use class d2) and associated plant. The application has a good chance of being approved and can be considered a high risk of development. If it was ever granted planning permission the site may have some slight impact on the subject property. Relevant plans of the proposed development are attached for your consideration. If you are not supportive of the development of this site we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.

The site is also proposed for allocation within the Wimbledon Masterplan. Relevant plans are attached for your consideration.







NEIGHBOURHOOD 9

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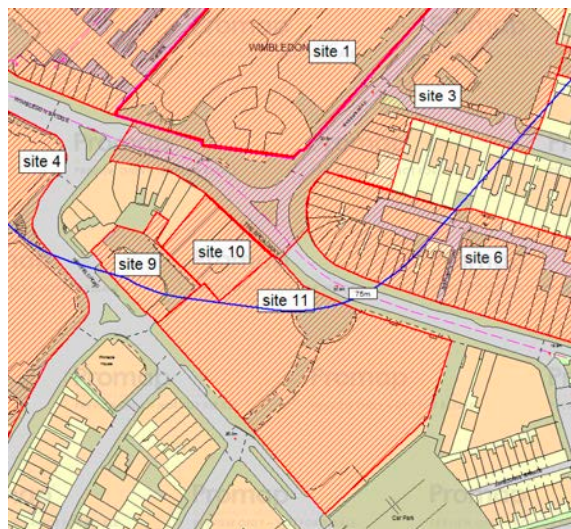
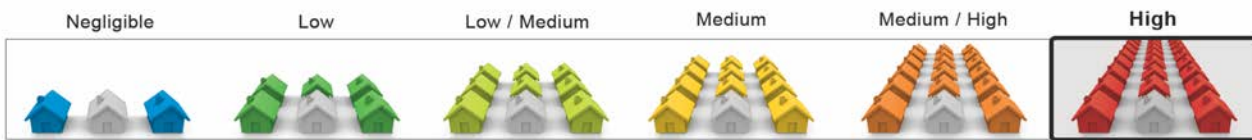
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Hartfield Road
Earls Court
St Martin's Courtyard, Covent Garden



Site Address: **29-59 The Broadway London SW19 1QD**

Development Risk



Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
11	49.10	2.26		mixed	use	High	Slight

Professional Opinion

The site is proposed for allocation within the Wimbledon Masterplan. The site can be considered a high risk of development. if developed the site may have some slight impact on the subject property. Development of the entire site would require a number of owners to be willing to sell at the same time. Relevant plans are attached for your consideration.

The Wimbledon Master Plan states that informal engagement has begun between the owners of the site and the Local Planning Authority. Details of these discussions are not publicly available but could be requested from the Local Planning Authority.



CURRENT DEVELOPMENT AND PLANNING ACTIVITY





NEIGHBOURHOOD 9

HARTFIELD & VICTORIA

A focus for commercial, retail, leisure and cultural development. Intensified development to deliver a new range of public spaces



- GREENING WIMBLEDON
- MID-RISE CONTEXTUAL ARCHITECTURE
- HIGH QUALITY ARCHITECTURE
- PUBLIC SPACE
- CULTURAL SPACE
- TRAFFIC INTERVENTION
- INDEPENDENT RETAIL
- RETAIL OFFER



HARTFIELD & VICTORIA

Hartfield and Victoria is the area in which the larger retail stores of the town centre and office buildings are located.

Largely known as 'The Piazza' the masterplan priorities for the Hartfield and Victoria neighbourhood are;

- This area is suitable for commercial and leisure led intensification
- New buildings should open up frontages along Hartfield Road to reduce the existing severance and create small, intimate, human-scale spaces
- High quality design, open space, urban greening (including green walls on building façades) and an inclusive public realm should be a core consideration
- New leisure, entertainment or cultural spaces should be accessible as part of a wider public realm approach to large sites

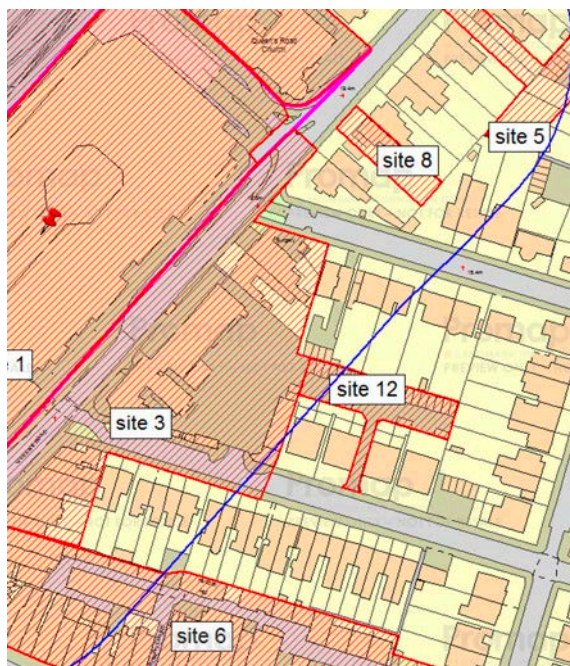
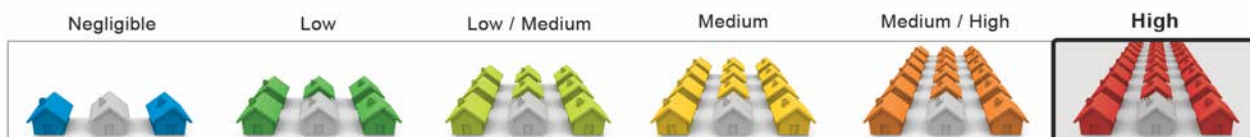


75

**Hartfield Road
Earls Court
St Martin's Courtyard, Covent Garden**

Site Address: **Garages R/O 4 -10 South Park Road London SW19 8ST**

Development Risk



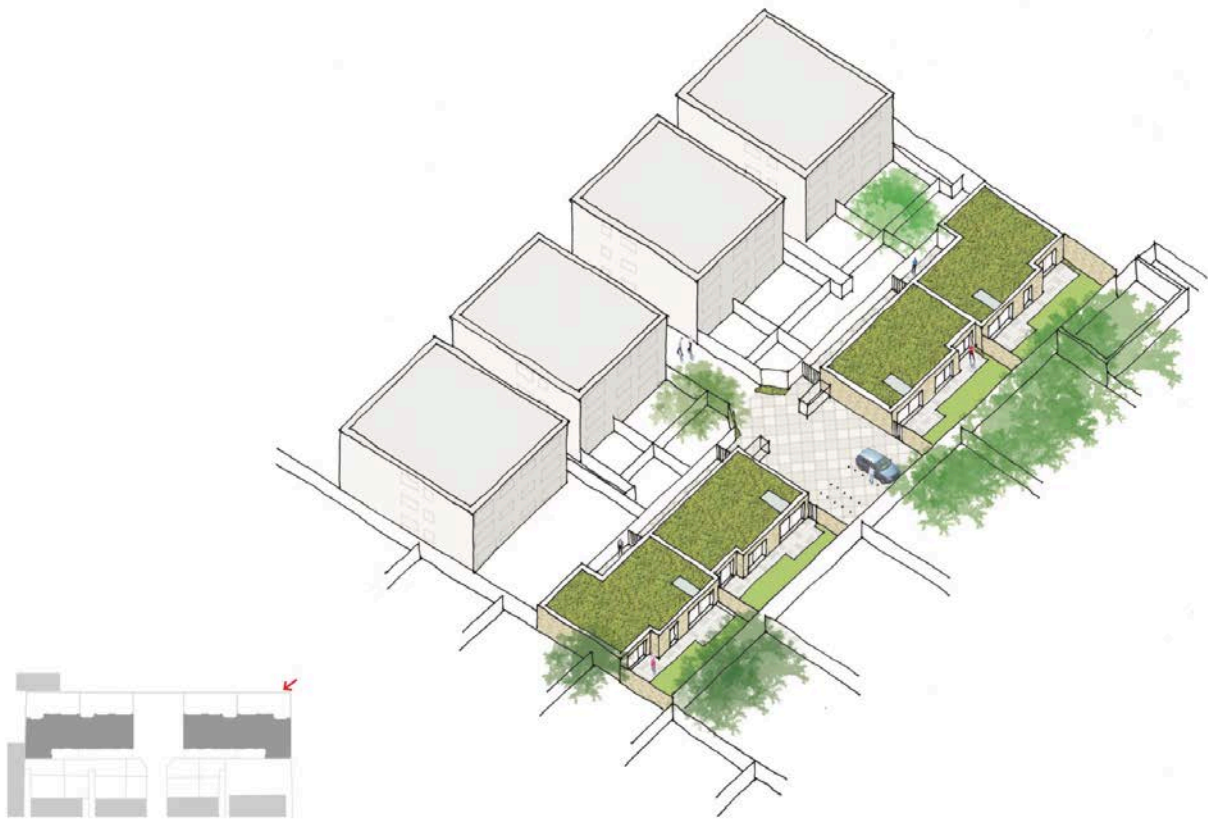
Capacity

Site	Proximity (m)	Size (acres)	Capacity (houses)	Capacity (Flats)	Office Floor Space (sqft)	Development Risk	Impact if Developed
12	62.6	0.23	4			High	Minor

Professional Opinion

Site 12 is a live site. In 2018 planning permission was granted for the erection of 4 dwelling houses under reference number 18/P0351. Construction may already have begun and if not should be treated as imminent. In our view the site can be considered a high risk of development. The site is unlikely to have a significant negative impact on the subject property. Relevant plans of the consented development are attached for your consideration.





GOLDCREST
ARCHITECTS

P01_504 Bird's Eye View

GOLDCREST ARCHITECTS @ South Park Road, Wimbledon SW19 8ST

**LONDON BOROUGH OF MERTON**

Kevin Goodwin
KG Creative Consultancy
Birdhurst Lodge
77 Wray Park Road
Reigate
RH2 0EQ

Planning Department
London Borough Of Merton,
Civic Centre,
London Road,
Morden
Surrey
SM4 5DX

TOWN & COUNTRY PLANNING ACT 1990

Planning Permission Decision Notice 18/P0351

The London Borough of Merton, as Local Planning Authority, hereby **GRANTS Planning Permission** for the works specified in the First Schedule below subject to the conditions specified in the Second Schedule below.

First Schedule - Particulars of application

Application Number: 18/P0351

Location: Garages
on Land and to rear of
4-10 South Park Road
Wimbledon

Proposal: DEMOLITION OF GARAGES ON LAND REAR OF 4 - 10 SOUTH PARK ROAD AND
ERECTION OF 4 x DWELLINGHOUSE WITH GARDENS AND 4 x PARKING SPACES

Approved Plans:

Second Schedule - Conditions

- 1 The development to which this permission relates shall be commenced not later than the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 (as amended) of the Town & Country Planning Act 1990.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 001, 100, 110, 112, 170, 171, 201 and 401.

Reason: For the avoidance of doubt and in the interests of proper planning

- 3 No development shall take place until details of particulars and samples of the materials to be used on all external faces of the development hereby permitted, including window frames and doors (notwithstanding any materials specified in the application form and/or the approved drawings), have been submitted to the Local Planning Authority for approval. No works which are the subject of this condition shall be carried out until the details are approved, and the development shall be carried out in full accordance with the approved details.

Reason: To ensure a satisfactory appearance of the development and to comply with the following Development Plan policies for Merton: policy 7.6 of the London Plan 2015, policy CS14 of Merton's Core Planning Strategy 2011 and policies DM D2 and D3 of Merton's Sites and Policies Plan 2014.



- 4** No development shall take place until details of all boundary walls or fences are submitted in writing for approval to the Local Planning Authority. No works which are the subject of this condition shall be carried out until the details are approved, and the development shall not be occupied / the use of the development hereby approved shall not commence until the details are approved and works to which this condition relates have been carried out in accordance with the approved details. The walls and fencing shall be permanently retained thereafter.

Reason: To ensure a satisfactory and safe development in accordance with the following Development Plan policies for Merton: policies 7.5 and 7.6 of the London Plan 2015, policy CS14 of Merton's Core Planning Strategy 2011 and policies DM D1 and D2 of Merton's Sites and Policies Plan 2014.

- 5** Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no extension or enlargement of the dwellinghouse other than that expressly authorised by this permission shall be carried out without planning permission first obtained from the Local Planning Authority.

Reason: The Local Planning Authority considers that further development could cause detriment to the amenities of the occupiers of nearby properties or to the character of the area and for this reason would wish to control any future Development plan policies for Merton: policy 7.6 of the London Plan 2015, policy CS14 of Merton's Core Planning Strategy 2011 and policies DM D2 and D3 of Merton's Sites and Policies Plan 2014.

- 6** The development hereby approved shall not be occupied until the refuse and recycling storage facilities shown on the approved plans have been fully implemented and made available for use. These facilities shall thereafter be retained for use at all times.

Reason: To ensure the provision of satisfactory facilities for the storage of refuse and recycling material and to comply with the following Development

Plan policies for Merton: policy 5.17 of the London Plan 2015, policy CS17 of Merton's Core Planning Strategy 2011 and policy DM D2 of Merton's Sites and Policies Plan 2014.

- 7** Access to the flat roof of the development hereby permitted shall be for maintenance or emergency purposes only, and the flat roof shall not be used as a roof garden, terrace, patio or similar amenity area.

Reason: To safeguard the amenities and privacy of the occupiers of adjoining properties and to comply with the following Development Plan

policies for Merton: policy 7.6 of the London Plan 2015, policy CS14 of Merton's Core Planning Strategy 2011 and policies DM D2 and D3 of Merton's Sites and Policies Plan 2014.

- 8** No demolition or construction work or ancillary activities such as deliveries shall take place before 8am or after 6pm Mondays - Fridays inclusive, before 8am or after 1pm on Saturdays or at any time on Sundays or Bank Holidays.

Reason: To safeguard the amenities of the area and the occupiers of neighbouring properties and ensure compliance with the following Development Plan policies for Merton: policy 7.15 of the London Plan 2015 and policy DM EP2 of Merton's Sites and Policies Plan 2014.

- 9** All hard and soft landscape works shall be carried out in accordance with the approved details as shown on drawing number 401, including the provision of green roofs to each dwelling. The works shall be carried out in the first available planting season following the completion of the development or prior to the occupation of any part of the development, whichever is the sooner, and any trees which die within a period of 5 years from the completion of the development, are removed or become seriously damaged or diseased or are dying, shall be replaced in the next planting season with others of same approved specification, unless the Local Planning Authority gives written consent to any variation. All hard surfacing and means of enclosure shall be completed before the development is first occupied.

Reason: To enhance the appearance of the development in the interest of the amenities of the area, to ensure the provision sustainable drainage surfaces and to comply with the following Development Plan policies for Merton: policies 5.1, 7.5 and 7.21 of the London Plan 2015, policies CS13 and CS16 of Merton's Core Planning Strategy 2011 and policies DM D2, F2 and O2 of Merton's Sites and Policies Plan 2014.



- 10** The development shall be carried out in accordance with the submitted Arboricultural Report (carried out by Tim Moya Associates dated December 2017) and no demolition or site works shall commence until the existing retained trees on site have been protected in accordance with the submitted Proposed Layout and Tree Protection plan within the Arboricultural Report. Any building construction outside of the construction exclusion zone, but within an area identified for root protection, shall be protected using ground protection as detailed in BS 5837:2012, or as required by the Local Planning Authority. The details as approved shall be retained and maintained until the completion of all site operations.

Reason: To protect and safeguard the existing retained trees in accordance with the following Development Plan policies for Merton: policy 7.21 of the London Plan 2015, policy CS13 of Merton's Core Planning Strategy 2011 and policy O2 of Merton's Sites and Policies Plan 2014.

- 11** The vehicle parking area (including any garages hereby approved) shown on the approved plans shall be provided before the commencement of the buildings or use hereby permitted and shall be retained for parking purposes for occupiers and users of the development and for no other purpose.

Reason: To ensure the provision of a satisfactory level of parking and comply with the following Development Plan policies for Merton: policy 6.13 of the London Plan 2015, policy CS20 of Merton's Core Planning Strategy 2011 and policy DM T3 of Merton's Sites and Policies Plan 2014.

- 12** The development hereby permitted shall not be occupied until the cycle parking shown on the plans hereby approved has been provided and made available for use. These facilities shall be retained for the occupants of and visitors to the development at all times.

Reason: To ensure satisfactory facilities for cycle parking are provided and to comply with the following Development Plan policies for Merton: policy 6.13 of the London Plan 2015, policy CS18 of Merton's Core Planning Strategy 2011 and policy DM T1 of Merton's Sites and Policies Plan 2014.

- 13** The development shall not commence until details of the provision to accommodate all site workers', visitors' and construction vehicles and loading /unloading arrangements during the construction process have been submitted to and approved in writing by the Local Planning Authority. The approved details must be implemented and complied with for the duration of the construction process.

Reason: To ensure the safety of pedestrians and vehicles and the amenities of the surrounding area and to comply with the following Development Plan policies for Merton: policies 6.3 and 6.14 of the London Plan 2015, policy CS20 of Merton's Core Planning Strategy 2011 and policy DM T2 of Merton's Sites and Policies Plan 2014.

- 14** Development shall not commence until a Delivery and Servicing Plan (the Plan) has been submitted in writing for approval to the Local Planning Authority. No occupation of the development shall be permitted until the Plan is approved in writing by the Local Planning Authority and implemented in accordance with the approved plan. The approved measures shall be maintained, in accordance with the Plan, for the duration of the use, unless the prior written approval of the Local Planning Authority is obtained to any variation.

Reason: To ensure the safety of pedestrians and vehicles and the amenities of the surrounding area and to comply with the following Development Plan policies for Merton: policies 6.3 and 6.14 of the London Plan 2015, policy CS20 of Merton's Core Planning Strategy 2011 and policies DM T2, T3 and T5 of Merton's Sites and Policies Plan 2014.

- 15** No part of the development hereby approved shall be occupied until evidence has been submitted to, and approved in writing by, the Local Planning Authority confirming that the development has achieved CO2 reductions of not less than a 19% improvement on Part L regulations 2013, and internal water usage rates of not more than 105 litres per person per day

Reason: To ensure that the development achieves a high standard of sustainability and makes efficient use of resources and to comply with the following Development Plan policies for Merton: policy 5.2 of the London Plan 2015 and policy CS15 of Merton's Core Planning Strategy 2011.



- 16** An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority.
This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

To protect the amenities of future occupiers and those in the local vicinity, in accordance with Policy DM D2 of the Sites and Policies Plan 2014.

- 17** Subject to the site investigation for contaminated land, if necessary, a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

To protect the amenities of future occupiers and those in the local vicinity, in accordance with Policy DM D2 of the Sites and Policies Plan 2014.

- 18** Any approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development, unless otherwise agreed in writing by the Local Planning Authority.

To protect the amenities of future occupiers and those in the local vicinity, in accordance with Policy DM D2 of the Sites and Policies Plan 2014.

- 19** Following the completion of any measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

To protect the amenities of future occupiers and those in the local vicinity, in accordance with Policy DM D2 of the Sites and Policies Plan 2014.

- 20** In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11' and where remediation is necessary a remediation scheme must be prepared, which is subject to the approval in writing of the Local Planning Authority.

To protect the amenities of future occupiers and those in the local vicinity, in accordance with Policy DM D2 of the Sites and Policies Plan 2014.

- 21** No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the local planning authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- the parking of vehicles of site operatives and visitors
- loading and unloading of plant and materials
- storage of plant and materials used in constructing the development
- the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
- wheel washing facilities
- measures to control the emission of noise during construction
- measures to control the emission of dust and dirt during construction
- a scheme for recycling/disposing of waste resulting from demolition and construction works



22 No development approved by this permission shall be commenced until a detailed scheme for the provision of surface and foul water drainage has been implemented in accordance with details that have been submitted to and approved in writing by the local planning authority and in consultation with Thames Water. The drainage scheme will dispose of surface water by means of a sustainable drainage system (SuDS) in accordance with drainage hierarchy contained within the London Plan Policy (5.12, 5.13 and SPG) and the advice contained within the National SuDS Standards. Where a sustainable drainage scheme is to be provided, the submitted details shall:

23 Condition 22 continued:

- i. Provide information about the design storm period and intensity and the method employed to attenuate flows to sewer or main river. Appropriate measures must be taken to prevent pollution of the receiving groundwater and/or surface waters;
- ii. Include a timetable for its implementation;
- iii. Provide a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption and any other arrangements to secure the operation of the scheme throughout its lifetime;

Reason: To reduce the risk of surface and foul water flooding to the proposed development and future users, and ensure surface water and foul water does not increase offsite in accordance with Merton's policies CS16 and DMF2 and London Plan Policy 5.13.

24 This planning permission contains certain conditions precedent that state 'before development commences' or 'prior to commencement of any development' (or similar). As a result these must be discharged prior to ANY development activity taking place on site. Commencement of development without having complied with these conditions will make any development unauthorised and possibly subject to enforcement action such as a Stop Notice.

25 INFORMATIVE

The applicant is advised to check the requirements of the Party Wall Act 1996 relating to work on an existing wall shared with another property, building on the boundary with a neighbouring property, or excavating near a neighbouring building. Further information is available at the following link:
<http://www.planningportal.gov.uk/buildingregulations/buildingpolicyandlegislation/currentlegislation/partywallact>

26 INFORMATIVE

Advice regarding permeable and porous hardstandings can be found in the document 'Guidance on the Permeable Surfacing of Front Gardens' available at
<http://www.communities.gov.uk/publications/planningandbuilding/pavingfrontgardens>

27 INFORMATIVE

This permission creates one or more new units which will require a correct postal address. Please contact the Street Naming & Numbering Officer at the London Borough of Merton

Street Naming and Numbering (Business Improvement Division)
Corporate Services
7th Floor, Merton Civic Centre
London Road
Morden
SM4 5DX
Email: street.naming@merton.gov.uk

28 In accordance with paragraphs 186 and 187 of the NPPF, The London Borough of Merton (LBM) takes a positive and proactive approach to development proposals focused on solutions. LBM works with applicants/agents in a positive and proactive manner by:

- i) Offering a pre-application advice and duty desk service.
- ii) Where possible, suggesting solutions to secure a successful outcome.
- iii) As appropriate, updating applicants/agents of any issues that may arise in the processing of their application.

In this instance:

- i) The applicant/agent was provided with pre-application advice.
- ii) The application was acceptable as submitted and no further assistance was required.
- iii) The application was considered by the Planning Committee where the applicant/agent had the opportunity to speak to the committee and promote the application.

29 Carbon emissions evidence requirements for Post Construction stage assessments must provide:

- Detailed documentary evidence confirming the Target Emission Rate (TER), Dwelling Emission Rate (DER) and percentage improvement of DER over TER based on 'As Built' SAP outputs (i.e. dated outputs with accredited energy assessor name and registration number, assessment status, plot number and development address); OR, where applicable:
- A copy of revised/final calculations as detailed in the assessment methodology based on 'As Built' SAP outputs; AND
- Confirmation of Fabric Energy Efficiency (FEE) performance where SAP section 16 allowances (i.e. CO2 emissions associated with appliances and cooking, and site-wide electricity generation technologies) have been included in the calculation

30 Water efficiency evidence requirements for post construction stage assessments must provide:

- Documentary evidence representing the dwellings 'As Built'; detailing:
 - the type of appliances/ fittings that use water in the dwelling (including any specific water reduction equipment with the capacity / flow rate of equipment);
 - the size and details of any rainwater and grey-water collection systems provided for use in the dwelling;
- AND:
- Water Efficiency Calculator for New Dwellings; OR
 - Where different from design stage, provide revised Water Efficiency Calculator for New Dwellings and detailed documentary evidence (as listed above) representing the dwellings 'As Built'

31 For further guidance in relation to sustainability please refer to Merton's Explanatory Note on Sustainable Design and Construction -

<https://www2.merton.gov.uk/environment/planning/planningpolicy/sustainability-planning-guidance.htm>

32 The applicant is advised that independent third party certification should be obtained from a manufacturer to ensure the fire performance of any of their doorsets in relation to the required needs and to ensure compliance with both current Building Regulations and the advice issued by the Department for Communities and Local Government on 22nd June 2017 following the Grenfell Tower Fire.

**33 INFORMATIVE**

You are advised to contact the Council's Highways team on 020 8545 3700 before undertaking any works within the Public Highway to obtain the necessary approvals and/or licences. Please be advised that there is a further charge for this work. If your application falls within a Controlled Parking Zone this has further costs involved and can delay the application by 6 to 12 months.

34 INFORMATIVE

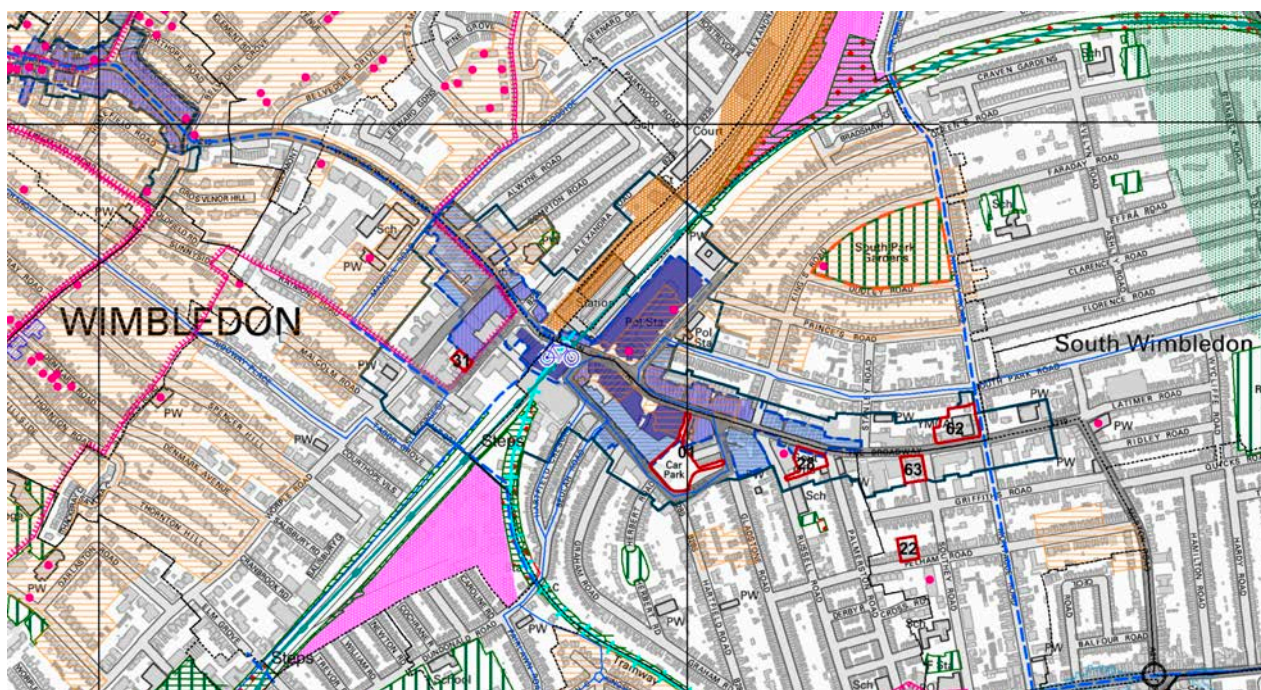
Any works/events carried out either by, or at the behest of, the developer, whether they are located on, or affecting a prospectively maintainable highway, as defined under Section 87 of the New Roads and Street Works Act 1991, or on or affecting the public highway, shall be co-ordinated under the requirements of the New Roads and Street Works Act 1991 and the Traffic management Act 2004 and licensed accordingly in order to secure the expeditious movement of traffic by minimising disruption to users of the highway network in Merton. Any such works or events commissioned by the developer and particularly those involving the connection of any utility to the site, shall be co-ordinated by them in liaison with the London Borough of Merton, Network Coordinator, (telephone 020 8545 3976). This must take place at least one month in advance of the works and particularly to ensure that statutory undertaker connections/supplies to the site are co-ordinated to take place wherever possible at the same time

Date of Decision:**11 April 2018**
Signed

For and on behalf of the Head of Sustainable Communities.

Note: This approval confers permission under the Town and Country Planning Acts only. It does not confer consent or approval under any other statutory enactment; including the Building Regulations. Failure to obtain all necessary consents may result in enforcement action. It is emphasised that no variation from the deposited plans or particulars will be permitted unless previously authorised in writing by the London Borough of Merton

Please read attached notes.



GENERAL

Plan Boundary

SITE PROPOSALS DETAILS IN SCHEDULE PROPOSALS

Site Proposals

ENVIRONMENT

- Metropolitan Open Land Policies (CS13, DM01)
- Open Space Policies (CS13, DM01)
- Green Corridors Policies (CS13, DM02)
- Wandle Valley Regional Park Policies (CS5, CS13, DM01)
- Wandle Valley Regional Park 400m buffer (Policy CS13, para 21.13)
- Sites of Special Scientific Interest Policies (CS13, DM02)
- Sites of Importance for Nature Conservation Policies (CS13, DM02)
- Local Nature Reserves Policies (CS13, DM02)
- Flood Risk Zone 3 (DMF1)
Flood risk 1/100 or more
- Flood Risk Zone 2 (DMF1)
Flood risk between 0.1/100 and 1/100
- Green Chains (CS13, DM01)

HERITAGE

- Listed Buildings Policies (CS14, DMD4)
- Historic Parks and Gardens Policies (CS14, DMD4)
- Scheduled Ancient Monuments Policies (CS14, DMD4)
- Archaeological Priority Zones Policies (CS14, DMD4)
- Conservation Areas Policies (CS14, DMD4)

BUSINESS AND RETAIL

- Locally Significant Industrial Area (CS12, DME1)
- Strategic Industrial Location (CS12, DME1)
- Waste Plan Schedule 1 Areas (CS17, South London Waste Plan)
- Waste Plan Schedule 2 Areas (CS17, South London Waste Plan)
- Town Centre Policies (CS7, DMR1, DMR2 and DMR4)
- Neighbourhood Parades Policies (CS7, DMR1 and DMR4)
- Primary Shopping Area Policies (CS7, DMR2 and DMR4)
- Wimbledon Central Shopping Frontage Policies (CS7, DMR4)
- Core Shopping Frontages Policies (CS7, DMR4)
- Secondary Shopping Frontages Policies (CS7, DMR4)

TRANSPORT

- Sustainable Transport Corridor 01TN (CS18, CS19, CS20, DMT1, DMT2, DMT5)
- Thameslink Streatham/Wimbledon/Sutton 02TN (CS18, CS19, CS20, DMT1, DMT2, DMT4)
- Northern Line Underground 03TN (CS18, CS19, CS20, DMT1, DMT2, DMT4)
- Crossrail II 04TN (CS18, CS19, CS20, DMT1, DMT2, DMT4)
- Safeguarded Land 05TN (CS18, CS19, CS20, DMT1, DMT2, DMT4)
- Wimbledon to Morden/Sutton Tram 06TN (CS18, CS19, CS20, DMT1, DMT2, DMT4)
- Wilmington and Wandle Way Tram Stops 07TN (CS18, CS19, CS20, DMT1, DMT2, DMT4)
- Crystal Palace to Wimbledon Tram 10TN (CS18, CS19, CS20, DMT1, DMT2, DMT4)
- Road Junctions Improvements 11TN, 16TN, 18-21TN (CS18, CS19, CS20, DMT1, DMT2, DMT5)
- Road Network Improvements 12-15TN (CS18, CS19, CS20, DMT1, DMT2, DMT5)
- Car Parking Zones (CS20, DMT3)
- Cycle Hubs (CS18)
- Cycle Routes 22TN (New and Improvements) (CS18)
- Existing Cycle Routes (CS18)
- Cycle and Pedestrian Route/Bridge 23-24TN (CS18)
- Dual Track Tram 25TN (CS18, CS19, CS20, DMT1, DMT2, DMT4)



We have investigated the Councils Strategic Housing Land Availability Assessment (SHLAA) and found no sites of concern.







We have investigated the Tall Buildings Pipeline and found no proposals within 150m of the subject property.



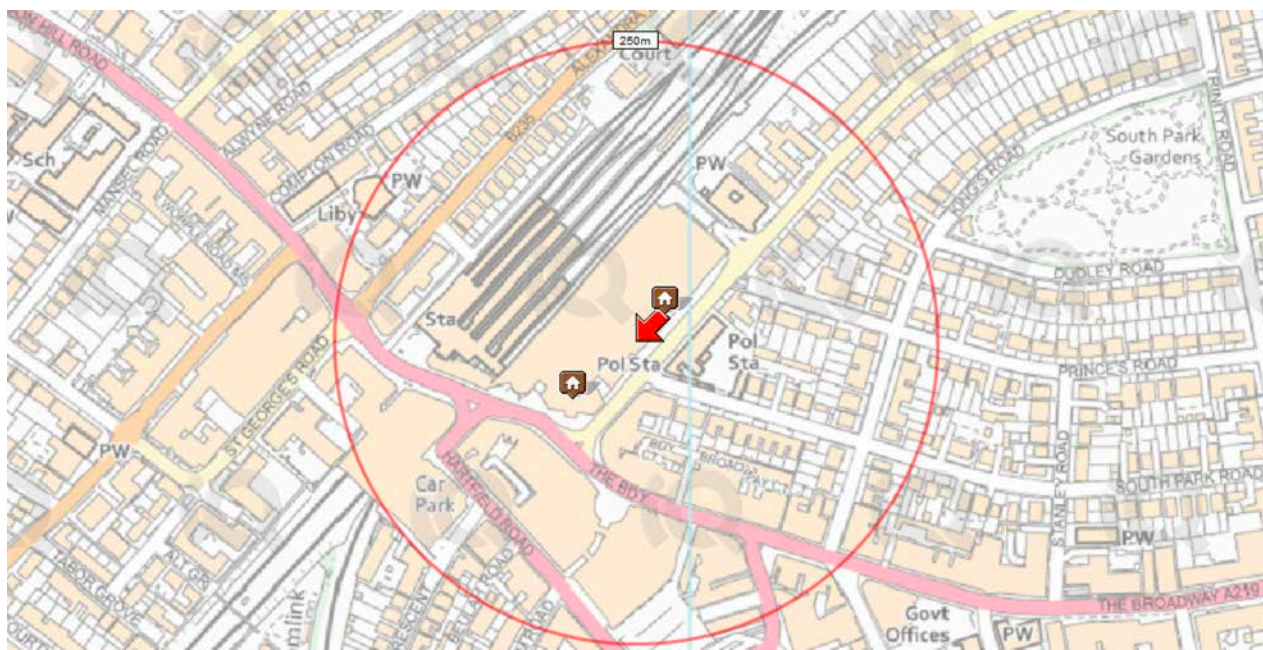




Table 4.1 – Home Completions 2005 - 2018

Financial Year	No. of homes	Target (London Plan)
2005/06	791	430
2006/07	427	430
2007/08	435	370
2008/09	774	370
2009/10	338	370
2010/11	357	320
2011/12	453	320
2012/13	478	320
2013/14	440	320
2014/15	459	320
2015/16	688	411
2016/17	434	411
2017/18	665	411
Total	6,712	4,803

- 4.2. Several large schemes have been completed in this monitoring period. These are Brown & Root House (now Britannia Point) in Colliers Wood (182 units), the former Atkinson Morley Hospital in Raynes Park (82 units), Cavendish House in Colliers Wood (60 units) and 191-193 Western Road, Colliers Wood (48 units). **Graph 4.3** presents all new home completions in financial year 2017/18 including affordable homes.
- 4.3. Merton's five year supply, part of the housing trajectory (**Graph 4.4** and **Table 4.2**), indicates that the projected net additional homes per year will exceed not only the minimum target of 411 homes per annum; but also the 5% buffer that ensures choice and competition on the new developments' permissions and on the property market in general. Merton housing trajectory until 2023 is presented in **Table 4.2** and **Graph 4.4**.
- 4.4. The **Methodology and phasing assumptions** made in the trajectory are based on evidence gathered during site visits and assumptions of completion timescales based on the size of each site. For all sites their history from case officers and evidence from site visits precedes all assumptions. Otherwise, for example, sites that commenced works in the 2017/18 financial year with 10 units or less are assumed to be completed within the 2018/19 financial year.
- 4.5. Those with more than 10 units are assumed to be completed in the 2019/20 financial year. Sites that have not started have followed the same principles of timescale to completion but have been pushed back another year. The development plan sites, (those identified in the local plan but without a planning application), have been phased according to the knowledge of case officers and based on the size of each site. The estates that are part of the Estates Regeneration follow phasing plans submitted by Clarion Housing Group.
- 4.6. During the monitoring year 107 schemes have been completed resulting in 665 new homes. 104 schemes were started during the monitoring year, 77 of which were started but not completed. Moreover 170 schemes that will provide 1475 new homes have been approved during 2017/18 (**Graph 4.2**). Of the schemes approved this financial year 103 are still live but not commenced and will provide 638 homes.



Subject

Centre Court Shopping Centre, The Broadway, London, SW19 8ND



Information required *

Dear Sir Madam



We represent the buyers/owners of the above property shown on the attached plan.

Under the freedom of information Act please can you inform us at your earliest convenience if you are aware of any imminent planning applications, not yet submitted, or changes to the immediate area that could be relevant, or may impact this property. We are aware of all the recorded planning applications and specifically are looking for any potential applications that the council has been pre consulted on.

Thank You

Yours sincerely



Recent Planning History of the Subject Property

Application Number	15/P1684
Application Type	Advertisement Consent
Status	FINAL DECISION
Development Type	Development monitoring information not needed
Date Registered	21-05-2015
Location	Marks & Spencer Centre Court Shopping Centre The Broadway London SW19 8UE
Authority Decision	Grant Advertisement Consent
Decision Date	26-06-2015
Appeal Decision	
Appeal Decision Date	
Division	
District	Merton

Application Number	16/P0537/NEW
Application Type	Pre Application Advice
Status	NEW
Development Type	Development Monitoring Information Not needed
Date Registered	
Location	Centre Court Shopping Centre 4 Queen's Road Wimbledon SW19 8LR
Authority Decision	
Decision Date	
Appeal Decision	
Appeal Decision Date	
Division	
District	Merton

Application Number	17/P1045
Application Type	Pre Application Advice
Status	REGISTERED
Development Type	Development Monitoring Information Not needed
Date Registered	21-03-2017
Location	4 Queen's Road Wimbledon London SW19 8LR
Authority Decision	
Decision Date	
Appeal Decision	
Appeal Decision Date	
Division	
District	Merton

Application Number	17/P4023
Application Type	Advertisement Consent
Status	FINAL DECISION
Development Type	Development Monitoring Information Not needed
Date Registered	21-11-2017
Location	Unit 301-302 Centre Court Shopping Centre The Broadway Wimbledon SW19 8LR
Authority Decision	Grant Advertisement Consent
Decision Date	09-01-2018
Appeal Decision	
Appeal Decision Date	
Division	
District	Merton

Application Number	18/T1650
Application Type	Tree Work
Status	FINAL DECISION
Development Type	Development monitoring information not needed
Date Registered	18-04-2018
Location	Centre Court Shopping Centre The Broadway Wimbledon SW19 8NG
Authority Decision	Tree Works Approved
Decision Date	29-05-2018
Appeal Decision	
Appeal Decision Date	
Division	
District	Merton

Application Number	86/P0951
Application Type	Full Planning Permission
Status	FINAL DECISION
Development Type	Development monitoring information not needed
Date Registered	08-09-1986
Location	SITE BOUNDED BY THE RAILWAY TRACKS, THE BROADWAY, QUEENS ROAD AND NO 26 QUEENS ROAD, WIMBLEDON SW19.
Authority Decision	~Refused by the Secretary of State
Decision Date	14-07-1988
Appeal Decision	
Appeal Decision Date	
Division	
District	Merton



What is DevCity?

DevCity is a unique report that contains information about current and historic planning applications together with a professional opinion about future development opportunities within a 75m radius of a property address, and other local neighbourhood information. It is of particular help in urban areas or where you want to know or are concerned about the risk of any potential future development nearby that could materially affect the enjoyment, view from or value of your intended purchase.

How is the professional opinion reached?

It is reached following an Ordnance Survey desk top search and by using land identification techniques and skills that developers use to identify development opportunities. DevCity is produced by a team of residential property consultants who are all land buyers with extensive experience identifying where developers will want to prospect. They are trained in land assembly and the planning system, which gives them a tremendous insight into what can and can't be developed.

Is this just guesswork?

No. The consultants diagnose where the risk of development exists. Their experience in the house building industry and extensive knowledge of the planning system gives them the skills to assess what land developers will want to buy.

How accurate is this report?

Whilst every care has been taken in the formation of this report the accuracy of it must be taken in the spirit that it has been written. It is a prediction of where development may take place. We cannot guarantee what will or will not occur in the future. As planning policies and density standards change this may remove or create further areas of development that could not have been foreseen at the time this report was commissioned. It has been written in good faith to provide better information to buyers who would not otherwise understand the planning system or where development may take place. We cannot of course know which land owners will sell to developers, or if at all. This report is based on our professional opinion of development opportunities within the vicinity of the property. Please note though that it is a prediction of where development may take place and does not, in any way, guarantee what will or will not occur in the future. Please refer to the 'Useful Information' section for details of other data sources used to produce this report.

Hasn't all the land been developed in urban areas?

No. This is a myth. On average 50-60% of housing land comes from windfall developments within existing urban areas. There are still huge areas of land yet to be developed and, due to a chronic housing shortage, the need to identify land for development is expected to increase further over the next few years. It is inevitable that urban areas will continue to shoulder the vast majority of that burden.

What will this report show that can't be found in a local authority search?

Apart from road and rail information, a local authority search is restricted to past planning and building regulation history of the property itself. DevCity considers current and historic planning applications within the boundaries of the property and in the wider area. It is the only report that also identifies where future development may take place.

What will this report show that can't be found in a planning report?

Whilst a planning report considers current and historic planning information, DevCity is the only report that considers the future, ie, identifies potential opportunities that a developer would also be looking for that do not yet have relevant planning history.

What will not be shown in the report?

The report will not identify large buildings that, due to their condition or scale, may be suitable for conversion or replaced with another structure that is made up of flats or split vertically. It will not identify one for one replacements, extensions or home improvements. The report does not forecast when developments will take place; it identifies where they might.

How likely is it that development will occur that wasn't identified in the report?

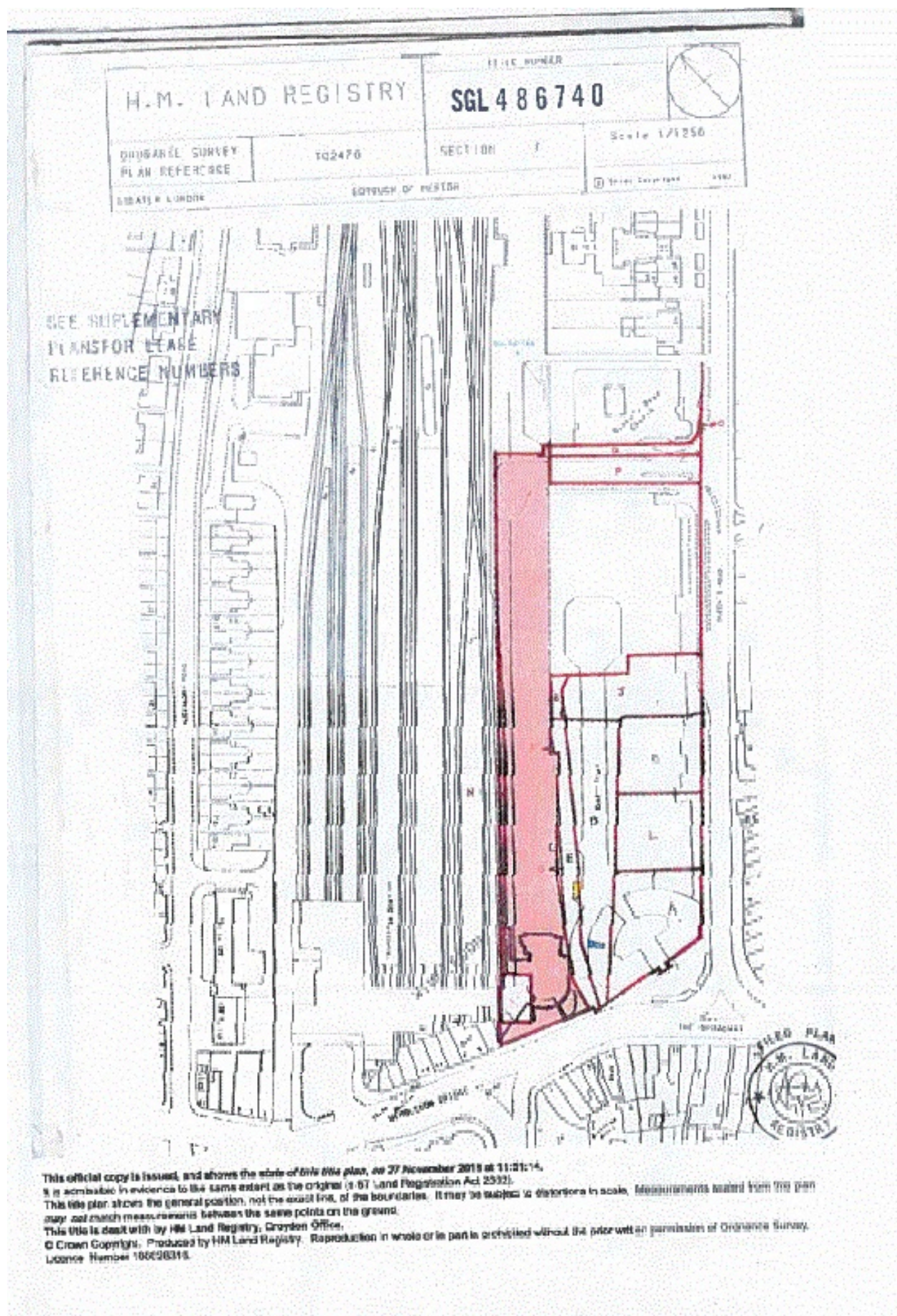
Planning policies do change. When this happens, some areas of development will be opened up that were not previously accessible. Generally this only happens over a 5 year period. As such, a DevCity report is useful for the average stay in a property.

Why don't all planning applications appear on the map?

If there are several planning applications within close proximity of each other, the plan may show these as a single point of reference within a red polygon.

Are there any other benefits in obtaining a DevCity Search?

Yes. It could indicate some hidden value in an intended purchase, although further advice may be required to provide a better understanding of any value that may exist in the property or any covenants it may benefit from.



IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by DevAssist Ltd 37 of Crown House, High Street, East Grinstead, West Sussex, RH19 3AF tel: 01342 890010 email helpdesk@devassist.co.uk which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered [search](#) firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

COMPLAINTS

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE**COMPLAINTS PROCEDURE**

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Paul Addison, Managing Director, DevAssist Ltd 37 of Crown House, High Street, East Grinstead, West Sussex, RH19 3AF tel: 01342 890010 email helpdesk@devassist.co.uk.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Terms and Conditions for DevAssist products.

1. Definitions

In these Terms the following words shall have the following meanings:

1.1 "Client" means the seller, buyer, potential buyer, owner or lender in respect of the Property who is the intended recipient of the Report notified in writing to us.

1.2 "Company" means a company registered at Companies House in respect of which DevAssist has been instructed to provide a Service.

1.3 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.

1.4 "Literature" means DevAssist brochures, price lists and advertisements in any type of media, including the content of the Website.

1.5 "Order" means the request for Services by You.

1.6 "Property" means an address or location for which DevAssist provides a Service.

1.7 "Report" means the report prepared by DevAssist in respect of the Property.

1.8 "Service(s)" means the supply of services by DevAssist to You including but not limited to property searches, reports and photographs, and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.

1.9 "Supplier" means any organisation or third party who provides data or information of any form to DevAssist for the purposes of providing the Services.

1.10 "Terms" means these terms and conditions of business.

1.11 "Website" means our websites located at www.devassist.co.uk.

1.12 "We", "Us", "Our", DevCheck, DevAssess, DevHelp, DevAssist are references to DevAssist Ltd a company incorporated in England and Wales with registered number 07915521 England and whose

registered office is situated at 73 Church Rd, Hove, East Sussex, BN3 2BB.

1.13 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

2. Agreement

2.1 The agreement between You and DevAssist shall come into existence when DevAssist accepts your completed Order.

2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and DevAssist to the exclusion of all other terms and conditions.

2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.

2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by DevAssist You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

3. Services

3.1 DevAssist shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties. Where Suppliers require or provide their own conditions for use to which you are required to be a party you agree to enter into the relevant contract with the Supplier.

3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.

3.4 In providing search reports and services DevAssist will comply with the Search Code

3.5 DevAssist assumes that the value of the property does not exceed £2 million and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the value of the property exceeds £2 million

4. Price and Payment

4.1 The price payable for the Services shall be in pounds sterling. The price for the Services shall be exclusive of any value added tax or other similar taxes or levies, which You shall be additionally liable to pay to DevAssist.

4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as contracted) without deduction, counterclaim or set off.

4.3 DevAssist reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.

4.4 If You fail to pay Our invoice on or before the due date, DevAssist may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.

5. Cancellation of Services

5.1 If You want to cancel an Order submitted to Us then You must notify Us in writing as soon as reasonably practicable after the Order has been submitted. Unless otherwise agreed by Us in writing, You shall remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4.2.

6. Termination

6.1 DevAssist may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:

- (i) You fail to make any payment due in accordance with Term 4;
- (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
- (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

7. Events Beyond Our Control

7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services (as set out in a particular Order) or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of [60] days, You shall be entitled to give notice in writing to us to terminate the Order.

8. Warranties and Limitation of Liability

8.1 We provide warranties and accept liability only to the extent stated in this Term 8.

8.2 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.

8.3 In providing the Services you acknowledge and accept that:-

(i) DevAssist's only obligation is to exercise reasonable care and skill in providing the Services.

(ii) DevAssist shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event,

action or default by DevAssist.

(iii) The Services do not include any information relating to the value or worth of the Property or the Company.

(iv) The Services have not been prepared to meet Your or anyone else's individual requirements and You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same.

(v) DevAssist cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore DevAssist cannot warrant the performance of any linked internet service not operated by DevAssist. Accordingly DevAssist shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

(vi) Time shall not be of the essence with respect to the provision of the Services.

(vii) Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.

8.4 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery and acknowledge that DevAssist shall not be liable for any defect, failure or omission relating to the Services that is not notified to DevAssist within three months of the date of the issue becoming apparent and in any event within two years of the date of the Service.

8.5 We use only established and trusted data search providers as Suppliers but where information contained in the Services and/or the Report is obtained by us from these Suppliers DevAssist cannot control the accuracy or completeness of the information provided by the Suppliers, nor is it within the scope of AC's Services to check the information provided by its Suppliers. Accordingly, you hereby acknowledge and accept, notwithstanding any other legal remedy available to you in this Term 8 or otherwise, that DevAssist shall not be liable for any faults, errors, omissions or inaccuracies of whatever nature in the information contained in the Reports and/or Services which is due to or caused by the Supplier EXCEPT WHERE such fault, omission, error or inaccuracy is caused by DevAssist's negligence and including negligent or incorrect entry of data by DevAssist in the records searched, any negligence or incorrect interpretation by DevAssist of the records searched and any negligent or incorrect recording of that interpretation by DevAssist in the Report and/or Services provided by DevAssist.

8.6 Where our Suppliers may be in breach of their own terms of business with us and as a result of that breach the information contained in the Services or the Report is inaccurate or incomplete we undertake to use our reasonable endeavours to assist you with any complaint or claim you choose to bring against the Supplier in your capacity as the end-user of the service provided by the Supplier or as agent for the Client. This undertaking is strictly subject to the following conditions:-

(i) Any such claim is of a material nature and arises solely and directly out of the inaccuracies, errors or omissions of the data provided by the Supplier.

(ii) The terms and conditions of the Supplier provide for the course of action you have chosen to follow.

(iii) You have used all reasonable endeavours to mitigate any loss or damage you have suffered as a result of the inaccuracies errors or omissions of the data provided by the Supplier.

(iv) You agree to pay our reasonable costs if you require our input in this action beyond what we deem to be reasonable. In certain circumstances we may bring a claim against our Supplier on your behalf (and in consultation with you) provided you have given us full particulars of the claim and written

confirmation that you authorise us to (i) decide what action if any to take; (ii) that we shall have exclusive control over, and conduct of, all claims and proceedings; (iii) that you shall provide us with all assistance that we may reasonably require in the conduct of any claims or proceedings; and (iv) that you shall bear the cost of any proceedings on the basis that you shall be entitled to retain all sums recovered in any action for your own account.

8.7 In any event, and notwithstanding anything contained in these Terms, DevAssist's total liability in contract, tort or otherwise shall not exceed £2m in respect of any single claim, event, or series of related claims or events and, save as set out herein, all warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law.

9. Independent dispute resolution

9.1 If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

10. Intellectual Property Rights

10.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either DevAssist or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

10.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.

10.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with DevAssist change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service. 10.4 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.

11. General

11.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.

11.2 We may assign the agreement or any part of it to any person, firm or company.

11.3 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.

11.4 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.

11.5 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

11.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect. 11.7 Unless otherwise stated in these Terms, all notices from You to DevAssist or vice versa must be in writing and sent to DevAssist's registered office address as stipulated in Term 1.12 or Your address as stipulated in the Order.

11.8 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.